Item	#	15

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Satisfactions Of Second Mortgages – Early Release (5)
DEPARTMENT: Planning & Development DIVISION: Community Resources AUTHORIZED BY: Donald Fisher CONTACT: Diane Ledford EXT. 7384
Agenda Date <u>02/11/2003</u> Regular ☐ Consent ☑ Work Session ☐ Briefing ☐ Public Hearing – 1:30 ☐ Public Hearing – 7:00 ☐
MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the attached Satisfactions of Second Mortgages – Early Release for households assisted under the SHIP Program's Home

BACKGROUND:

Ownership Assistance Program.

On August 29, 1997 Seminole County assisted Ana M. Strazzara with down payment assistance in the amount of \$10,000.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Ana M. Strazzara resided in the house for a ten year period. However, Ana M. Strazzara breached the mortgage agreement by refinancing their home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Ana M. Strazzara did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Ana M. Strazzara.

On November 9, 1995 Seminole County assisted Miguel & Marlene Flores with down payment assistance in the amount of \$ 3,000.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release

would be granted by Seminole County if Miguel & Marlene Flores resided in the house for a thirty year period. However, Miguel & Marlene Flores breached the mortgage agreement by applying to refinance their home prior to this thirty year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Miguel & Marlene Flores did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Miguel & Marlene Flores.

Reviewed by:
Co Atty:
DFS:
Other:
DCM:
CM:
File No. —cpdc02

On April 25, 1997 Seminole County assisted Connie Stissel, with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Connie Stissel resided in the house for a ten year period. However, Connie Stissel breached the mortgage agreement by applying to refinance their home prior to the ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Connie Stissel did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Connie Stissel .

On September 1, 1995 Seminole County assisted Maria A. Rodriguez, with down payment assistance in the amount of \$7,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Maria A. Rodriguez resided in the house for a thirty year period. However, Maria A. Rodriguez breached the mortgage agreement by applying to refinance her home prior to this thirty year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Maria A. Rodriguez did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Maria A. Rodriguez.

On November 26, 1997 Seminole County assisted Thomas L. & Christina A. McCusker, III, with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Thomas L. & Christina A. McCusker, III, resided in the house for a ten year period. However, Thomas L. & Christina A. McCusker, III, breached the mortgage agreement by selling their home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Thomas L. & Christina A. McCusker, III, did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Thomas L. & Christina A. McCusker, III.

SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County, a political subdivision</u>. Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the <u>29th</u> day of <u>August</u>, <u>1997</u> from <u>Ana M. Strazzara</u>, Mortgager to <u>Seminole County</u>, a <u>political subdivision</u>, Mortgagee, securing that certain promissory note in the original principal amount of <u>Ten Thousand Dollars and no 00/100 (\$10,000.00)</u> which mortgage is recorded in Official Records Book <u>3290</u>, Page <u>1991</u>, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of <u>Ten Thousand Dollars and no 00/100, (\$10,000.00)</u> secured to Mortgagor the aforementioned sum as <u>(downpayment assistance/rehabilitation assistance/emergency repair assistance)</u> through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this day of February, 2003. **BOARD OF COUNTY COMMISSIONERS** ATTEST: SEMINOLE COUNTY, FLORIDA By:__ Daryl G. McLain, Chairman MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida Date: As authorized for execution by the For the use and reliance Of Seminole County only. **Board of County Commissioners** Approved as to form and at their 2003, regular meeting. legal sufficiency

County Attorney

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLOREDA

97-679

Saminole County Homeownership Assistance Program

4 2002

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 29TH day of AUGUST 1997 by and between, Ana M. Strazzara, at single person hereinafter referred to the subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$10,000.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purch ise money First Mortgage approved by Mortgagee.

THIS MORTGAGE (S GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEBUYER ASSISTANCE
PROGRAM - ATTN: SHARON SELF
4590 S. HWY 17-92
CASSELBERRY, FL 32707

1 of 5

7/29/97 notemt<u>u</u>.doc

CORDED & VERIFIEE

(C)

3290 195 SEMINOLE CO. F

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ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by vistue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without walving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortga te accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Print Name:

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mostgagor shall repay the loan amount of Thousand dollars and 60/100 (\$10,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default. This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee. IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written, Print Name: Ana M. Stratzara 11.76 Georgetown Dr Marina Muños Print Name: Print Name:

3 of 5

OFFICIAL BOOK	arcoone
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STATE OF FLORIDA COUNTY OF SEMINOLE

3290 1993

I HEREBY CERTIFY that on this 29TH day of AUGUST SEMINOLE CO. FL 1997 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared AMA M. STRAZZARA and ..., who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVERS LICENSE as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name:

Notary Public Serial Number

Commission Expires:

MAYINA D. DESTERM
MY COMMISSION / SO MISSION
BETTERM AND I. 1000
Better The New York Intendition

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OFFICIAL ACTUALS.
PAGE

OFFICIAL RECORDS BOOK PAGE

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SEMINOLE CO. FL

EXHIBIT "A"

LEGAL DESCRIPTION

UNIT NO. 117-B LAKE HOWELL ARMS COMDONINIUM, A CONDONINIUM, ACCORDING TO THE DECLARATION OF COMPONITIUM AND EXHIBITS ANNEXED THERETO, RECORDED IN OFFICIAL RECORDS BOOK 1377, PAGE 1144, PUBLIC RECORDS OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS DECLARED IN SAID DECLARATION OF COMPONITIUM TO BE AN APPUREMBANCE TO THE ABOVE COMPONIMIUM UNIT.

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Seminale County Homeownership Assistance

FORTAM SEMINOLE CO. FL

EKHIBIT "B" SECOND MORTGAGE NOTE

AMOUNT: \$10,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Ten-thousand dollars & 00/00 (\$10,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

Lof 3

7/29/97 ratemig.doo THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEBUYER ASSISTANCE
PROGRAM - ATTN: SHARON SELF
4990 S. US HWY 1
CASSELBERRY, FL 32707

- The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
- 2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
- 3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Failure to pay applicable property taxes on subject property and improvements.
- 5. Pailure to maintain adequate hazard insurance on subject property and improvements.
- 6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- 7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

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reasonable attorney's fees, whether	maker or enforcer, hereby waives per of dishonor and agrees to pay all costs suit be brought or not, if, after maturity Mortgage, counsel shall be employed to d Mortgage.	s, including of this Note
Whenever used herein the term "hole singular or plural as the context may	der", "maker" or "payee" should be co require or admit.	nstrued in the
In the event of foreclosure, County r	eserves the right of first refusal on the p	roperty.
IN WITNESS WHEREOF, the se presents the day and year first above Name: Marka ()	Ky July /	yan F
The June	Finit Ivaine: Ana M. Sira:	
Print Name: Marine Mo	Print Name:	SEMADLE
Print Name:		₽E CO
		<u> </u>
Print Name:		a.
TATE OF FLORIDA OUNTY OF SEMINOLE		
take acknowledgments, personally	in the State aforesaid and in the County	y aforesaid
cknowledge before me that he/she/th o me or have produced DRIVERS 1 id not take an oath.	ey executed the same and are personalidense. as identification.	ument and who y known tion and who did/
	al in the County and State last aforegaid	l _{o a}
	Name:	yerefa
	Notary Public Serial Number	MAYRA C. DEETER COMMISSION # CC 366376 EYPIMES: July 2, 1980 Thru Notary Public Underwriters

SEMINOLE COUNTY HOME PROGRAM HOMEBUYER PROGRAM ASSISTANCE AGREEMENT OFFICIAL RECORDS

SEMINOLE CO. FL

Applicant(s):

Ana M. Strazzara

117 E Georgetown Drive, Casselberry, FL

Property Address:

This Agreement is entered into this 8th Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, 1997 by and between Sanford, Florida, 32771 (hereinafter "COUNTY") and

WITNESSETH:

ANA M. STRAZZARA

__ (hereinafter "HOMEBUYER").

a single woman

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinaster "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$10,000.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

- (a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.
- (b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for

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in	ភ្ជ sura	be HOMEBUYER sh nee, during the term of	, all maintain the proj of affordability.	perty, including pays	ant of property take	OFFICIAL s a BOOMICOW	RFO	QRD.
6.	11	OUSING AND QUA	LITY STANDARD	S [']		3290	1	99
	spec	he property at the ti- y Standards (HQS) an- ted the property and h	ias determined the p	ancy by the HOME codes and regulations roject eligible for fur	BUYER shall meet s of the COUNTY. " ding.	Sca EMINO O The COUNTY	28 i010 hus	.FL
7.	O.	THER PROGRAM R	EQUIREMENTS	-	•			
gu	Ti ideti note	ne Homeowner shall and at 24 CFR Part 9 ad.	comply with all app 2 Subpart H. The	dicable Federal laws regulations are provide	and regulations as ded below. Applicat	described in H de regulations	(II) are	
	a)	Equal opportunity	and fair housing	[] Applicable	2 Not Applicable	(me mit)		(LI)
	(+5)	Environmental re-	view	[] Applicable	Not Applicable	(,,,,,,	K	29
	c)	Displacement, rel-	ocation and acquisit	on	(List of the state		SEYLXO	S
7		[] Not Applicab assistance on a ne occurred pursuant		is downpayment, c it; therefore no disp	losing cost or inter lacement, relocation	est rate buy-c and acquisit	111	
		provided/executed			derest rate buy-down been issued. Certif I by a tenant and that			£
	d)							
		(2) Applicable (Ho evaluated for lead-	me built prior to 1 based paint existenc	978. Lend-based pa	int notice has been	provided and	unit	
		☐ Not Applicable	(Unit built during o	rafter 1978.)				
	e)		- no conflict found	,				
	f)	Disbarment and su	spension - not applic	able .				
	g)	Flood insurance	••					
	h)	Executive Order 12	2372 - not applicable					
	٨F	FIRMATIVE MARK		-				
	Nut	applicable due to the	nature of the activi	ку (НОМІШОУБІВ з	(rangana)			
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8.

CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY,

REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

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12/18/2002 08:33 FAX 4078847354

BRUEAN MICHEL DORCEAN Notary Public in and for the County and State Al

My commission expires:

Po:/mmmol/homeprgm

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8/6/97

SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County</u>, a political subdivision. Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the <u>9th</u> day of <u>November, 1995</u> from <u>Miguel Flores</u> and <u>Marlene Flores</u>, Mortgagor to <u>Seminole County</u>, a <u>political subdivision</u>, Mortgagee, securing that certain promissory note in the original principal amount of <u>Three Thousand Dollars and no 00/100 (\$3,000.00)</u> which mortgage is recorded in Official Records Book <u>3000</u> Page <u>1944</u>, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of <u>Three Thousand Dollars and no 00/100, (\$3,000.00)</u> secured to Mortgagor the aforementioned sum as <u>(downpayment assistance/rehabilitation assistance/emergency repair assistance)</u> through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this _____day of **February**, 2003.

•	
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of	By: Daryl G. McLain, Chairman
County Commissioners of Seminole County, Florida	Date:
For the use and reliance Of Seminole County only. Approved as to form and legal sufficiency	As authorized for execution by the Board of County Commissioners at their, 2003, regular meeting.
County Attorney	

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Sominals County Homosomorship Assistance Program



Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and ent	ered into	the
9th day of November 199 5 by and between Miguel and Marlene Flores hereinafter referred to the "Mortgagor"	Flores	
and Marlene Flores hereinafter referred to the "Mongagor"	and Semi	noie
County, a political subdivision of the State of Florida, whose address is 1	101 East i	First
Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgages.	•	S

(Whenever used herein the terms of "Mortgagor" and "Mortgages" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" Include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,000.00), hereinafter described, the Mortgagor hereby grants, bargains, salls, aliens, premisis, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now selzed and in possession situated in Saminole County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, heraditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagos that the Mortgagor is indefeasibly setzed of said land in fee aimple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the tawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgages.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PROPERTY: TO SECTIONS 420,513(1) ARRIVAL 20 BARGONOLE.

This instrument was prepared by:
LISA J. SUMMERCIN # 9542 414
FIDELITY NATIONAL TITLE

2525 Dr. Philips Blue 4220 Origins, Ft. 32319

Alland to Bartow (M.H.I.P./HOME Downpayment Assistance Coord c/o Greater Seminole County Chamber of Commerce 4880. Buth Highway 17-92

4890 Jouth Highway 17-92 Curtifility, FL 327-7

CHIMMINISTES

FLORIDA STATUTES

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Seminole County Homeownership Assistance Program



ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgages to declare a default. In the event of foreclosure, the Mortgages reserves the right of first refusal on the land as described in Exhibit "A"

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagoe the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT 'B' ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, atipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agreet to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, stabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no weste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's feet and title searches, responsibly incurred or paid by the Mortgages because of the fallure of the Mortgagor to promptly and fully comply with the agreements, atipulations, conditions and coverants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor falls to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lewful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and coverants of said note and this Second Mortgage, are not fully performed, compiled with and abided by, then the entire summentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains

300K PAG

Soutable County Houseowership Assistance Program



This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approvel of Mortgages.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

WILDESS

Print Name: Sukva J. Maran

Print Name: Mariene Flores

Print Name: ELACATE L. BARLOW

Print Name: Mariene Flores

Print Name: The Sylva Sylva

Print Name:

Comm. riby Dev. Office/Comprehensive Planning Seminate County Government Services Building 1101 East First Street, Sanford, Fl. 3277 Re: S.H.I.P./HOME Downpayment Assistance Program

IMAGE01: FL-02-61061-2 11/21/2002 03:55:28pm

Page 5 of 8

Sominols County Homosomorchip Assistante Program



EXHIBIT 'A'
LEGAL DESCRIPTION

OFFICIAL RECORDS BOOK PAGE 70.00 1948

100 1, STOCK E, CHARTER CARR UNIT TWO, ACCORDING TO THE PLAT THERESOF AS RECORDED IN PLAT BOOK 14, PAGE 92, OF THE FUELIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

rinca)

Somicole County Homeownership Assistance Program

BOOK PAG

EXHIBIT "B" SECOND MORTGAGE NOTE

AMOUNT: \$3,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one?) promises to pay Seminole County ("The County"), a political subdivision of the Sate of manner hereinafter specified, the Floride, or order. the sum (\$ 3,000.00 Three Thousand and no/100ths The said principal shall be _). payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford Florida 32771 ... or at such a place as mev hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) ______five (5), _______twenty (20) or ____X thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least five (5), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to _______five (5) _______ twenty (20) _______ thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recepture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

AT PRAMABLE IN THE

Prepared by:
Eleter L. Barlow/S.H.I.P./HOME Oownpayment Assistance Coard.
c/o Greater Seminole County Chamber of Commerce
4590 South Highway 17-92

Saminela County Wongers Hally Walter Program

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.165(1)(d), FLORIDA STATUTES

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7 ALIA SAME SAME II		 	
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1. The sale, transfer or refinancing of the subject home and real property, within five (5), twenty (20) or thirty (30) years (as applicable) of execution of this sole, by maker or maker's successors.

- 2. Leasing or renting of the property within five (5), twenty (20) or thirty (30) phereof the date of execution of the Note and Second Mortgage.
- The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Fallure to pay applicable property taxes on subject property and improvements.
- Failure to maintain adequate hazard insurance on subject property and improvements.
- Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Page 8 of 8

Seminole County Homeomorphie Assistance Proces



Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect shall be employed to

Whenever used herein the term "holder", "maker" or "payee" should be constilled in the singular or plural as the context may require or admit.

in the event of foreclosure, County reserves the right of first refusal on the property. IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed the day and year first above written. Miguel Flores Print Name: Robert F. Heenan - Planner/Program Monitor Community Dev. Office/Comprehensive Planning Print Name: _ Seat a time County Government Services Building 1101 East First Street, Sanford, FL 32771 STATE OF FLORIDA Re: S.H.I.P./HOME Downpayment Assistance Program COUNTY OF SEMINOLE I HEREBY CERTIFY that on this 9th day of before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Miguel Flores Marlene Flores who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced Drivers License ___ex_identification and who did/ did not take an oath. WITNESS my hand and official seel in the Co unty and State last aforesaid. LISA J. SUMMERLIN Notacy Public Serial Number [1.74 | -age | 1-91] Commission Expires: mmmity Dev. Office/Comprehensive Planning

Fieturn to:

Robert F. Heenan - Planner/Program Morator

** County Government Services Building Sectord Ft 22771

ent resistance Program

SEMINOLE COUNTY HOME PROGRAM HOMEBUYER PROGRAM ASSISTANCE AGREEMENT () ()

OFFICIAL RECORDS

1952

SEMINOLE CO. FL. Applicant(s): MIDNIE + Maccine Frages Property Address: 901 Memer SPRINGS ACTA MANTE 32701 This Agreement is entered into this 5 day of 67144 1921 by and between Seminote County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Semiord, Florida, 32771 (hereinafter "COUNTY") and Heavy Florida 32771 (hereinafter 327

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1980, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME investment Partnership Acts (42 U.S.C. 12701 et set), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

The property which is the subject of this Agreement shell remain affordable in accordance with CCUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or forecoure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

until the first of the following events occurs: (1) borrower setts, transfers or disposes of the sasisted unit (by, including but not limited to, sale, transfer, benitruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5 PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR

- (a) The HCMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family
- (b) The property is located within the geographical areas of Seminole County, Fforida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90%, when used with SHIP funds) of the median sales price of the area. The COUNTY through, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

SEMINOLE CO. FL

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The HOMEBUYEN shall meintain the property, including payment of property taxes and omeowners insurrance, during the term of affordability.

15. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section & Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shell comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

a)	Equal opportunity and fair housing	✓Z Applicable	☐ Not Applicable (one unit)
b)	Environmental review	Applicable	Not Applicable
C)	Displacement, relocation and acquir	ition	•

Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).

[3] Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been leaved. Cartification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.

d) Lood point

Applicable (Home bulk prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)

☐ Not Applicable (Unit built during or after 1978.)

- a) Conflict of Interest no conflict found
- f) Disbarment and auspension not applicable
- d) Flood Insurance
- h) Executive Order 12372 not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISSURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and insurance (PITI)) and to pay closing costs and part of the development amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

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The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

1. ENFORCEMENT OF THE AGREEMENT

The lean shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ______ five (5), _____ twenty (20) or ______ thirty (30) years, as applicable.

5. OTHER PROVISIONS

Neither party herato shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any sot of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the perties hereto, or third persons to create any relationship of third party beneficiary, principally or agent, limited or general pertnership, joint venture or any association or partitionship leads the COLINEY.

religionship involving the COUNTY.				
Mary Vous Marteris	SEMINOLE	COUNTY, FLORIDA	30 00 .	OFFICIA:
WITHER DEAD		BUN, County Manager	003	L REC
Marke Of Free he	HOMEBUY		P 55	PARES
STATE OF PLORIDA ; COUNTY OF SEMINOLE;				
The foregoing instrument was acknowledged to the street of the section of the sec	Calla who is per	sonally known to me o	r who has	
Duras Danier Sutte	-			
Print Name		DEBORAH DAIRSON		
Notary Public in and for the County and State Afor	rementioned.	NOTABY Bonded By Sen HUBLIC Bonded By Sen No. CC2787	vice Ins	
My commission expires:		Name on	Manra	-
PARED BY: ine L. Barlow, SHIP Funds Coord. Greater Semicola County Chamban of County	Robert F.	DROING, RETURN TO: Heshan, Program Mo	nitor	

Ela 4590 S. Hwy 17-92 , Casselberry, FL 32707

c/o SEminole County Govt, Serv. Bldg. 1101 East First Street, Sanford, FL 32771/ 5/22/96

SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County, a political subdivision</u>, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the <u>25th</u> day of <u>April, 1997</u> from <u>Connie Stissel</u>, Mortgagor to <u>Seminole County</u>, a <u>political subdivision</u>, Mortgagee, securing that certain promissory note in the original principal amount of <u>Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00)</u> which mortgage is recorded in Official Records Book <u>3231</u>, Page <u>0385</u>, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of <u>Three Thousand Five Hundred Dollars and no 00/100, (\$3,500.00)</u> secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this _____ day of **February**, 2003.

ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA		
	By:		
MARYANNE MORSE Clerk to the Board of County Commissioners of	Daryl G. McLain, Chairman		
Seminole County, Florida	Date:		
For the use and reliance Of Seminole County only. Approved as to form and legal sufficiency	As authorized for execution by the Board of County Commissioners at their, 2003, regular meeting.		
County Attorney			

MARYANNE MORSE CLERK OF CHICUT COURT SEMINOLE COUNTY, FI

RECONDED & VERIFIED

045006

WIT MR 30 MID: 09



Record Mortgage Deed

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and easigns of individuals and the successors and mesigns of corporations; and the term 'note' include in all the notes herein ecriped if more than one estate)

WITHESBETH, that for good and veloable consideration, and also in consideration of the aggregate ours named in the Second Mortgage Note of even date hereath (\$.5.50.00......................), hereinstire described, the Mortgage hereinty grants, betypire, salts, allers, premises, conveys and continue salts the Mortgages of the contain land of which the Mortgages is now seless and in presession abusted in Seminole County, Florida, vir.:

SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditements and appurtmentose thereto belonging, and the rents, beause and profits theretof, unto the Mortgages, in the elimpte.

AND the Mortgagor coverants with the Mortgagos that the Mortgagor is indefensibly estand of said tentil in the simple; that the Mortgagor has good right and tankful Multiority to corney said tent as allowed; that the Mortgagor will make each further assuments to perfect the fee simple title to said land in the Mortgagos as may reasonably to required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all possess whomeower; and that each is free land older of all encumbrances example.

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A valid purchase money First Mortgage approved by Mortgages.

THIS MONTGAGE IS GIVEN TO SEMBIOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTAMBIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.619(1) AND 186.169(1)(d), FLORIDA STATUTES

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ANY DEFAULT in any mortgage rate, or ten of record, including, but not limited to the decord blorgage Note and the First Mortgage approved tweels, shall condition a debut under this instrument. The instruction of a mortgage or ion forestourse legal proceeding shall be one been explicating the Mortgages to declare a default. In the event of forestourse, the Mortgages reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that waid Mortgagor shall pay unto said Mortgagos certain Becond Mortgago Not hereitration excitativities opined or identified, to-wit:

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AND the Mertgager shall perform, comply with end state by each and every of the agreements, substitutes, consistent and covernants therein and of this Second Mertgage, and if not, then this Mertgage and the cutate hereby created, shall course, determine and be not and upto.

AND the Mortgagor hereby further coverants and agrees to pay promptly when the the principal and interest and other same of money provided for in seld note and secure the principal and interest and other same of money provided for in seld note and secure thereby, to pay all and singular the tense, assessments, toward, to safe mounts or safe property possibles, obligations, and encurrorerors of severy testure on and property possible, control or safe fand or the improvement tripmen at any time; to pay all costs, charges, and expenses, including atterney's fees and the samether, resonably incurred or paid by the Mortgages became of the failure of the Mortgagor to promptly and fully comply with the agreements, especializes, conditions and colors of safe note and this Second Mortgage, or either; to before and only payable by when any tex, resonanced Mortgage, or either, to the Mortgager fails to pay when due any tex, resonanced, inscreas premion or other super forming payable by when due any tex, resonanced Mortgage, or other, the Mortgages may pay the same, without warriers and the Second Mortgage or or other are any other right herearder, and all such payments and beer interest from the date through at the highest basely rate also by the less of State of Floride.

If each and every one of the agreements, allpublicus, conditions and coverants of said note and the Second Montgage, are not fully performed, consisted with and abided by, then the entire sum merricanid in said note, and this Second Montgage, or the entire between signal furnious unpaid thereon, about forthwith or thereafter, at the option of the Montgages, become and be due and payable, ampting in said note or herein to the contrary notellistanding. Felture by the Montgages to exercise any of the rights or options herein provided shall not constitute a value of any rights or options under used note or the Second Montgage accuracy or the matter according.

Provided that, we set forth in the Gerand Mortgage Nate attacked haves an Exhibit '8' no payments shall be required on the Gerand Minipage as long as the land remains occupied by the Mortgagor, and said land is not sold, lessed, rested or authorised.

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Sandalifordy Manuscrafty Austiness Property			
STATE OF PLORIDA COUNTY OF SEMINOLE I HERBRY CERTIFY that on this 25th day of April before rea, an officer day authorized in the State element and in the Co to take extraorizationeria, personally appeared			
did not take on costs. WITHESS my hand and official each in the County and State less afon	madd. SE FASH	3231	Ş
Notice Public Sorted Sharker	<u>,</u>	0388	T RECOMMEN



EXHIBIT 'A'

LEGAL DESCRIPTION

LOT 4, CLIMITER A. WILDMOOD, A PLANNED UNIT DEVELOPMENT, ACCORDING TO THE PLAY MERSHOT AN ESCHOOD IN PLAY BOOK 19, PACKE 7 THROUGH 10 OF THE FUNLIC RECORDS OF SENTROLE COUNTY, PLOSING.



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PROBLET "B" SECOND MENTOAGE NOTE

AMOUNT: 53,500.00

FOR VALUE RECEIVED, the sentembrand (tuln'by and severally, if more than property promises to pay Seminate Coultry (The County), is positional adultations of the Sime of Properties, or senter, the manner properties uposition, the start of thistory price bisected and tay (Applying 33,508.00). The state principal shall tay the properties are to be county at the properties and tay (Applying 33,508.00), and a principal shall tay of the Properties of Applying the Properties of the County at the properties of designated by sentence that he had not apply (20) or think (20) years (if and in configuration with FHA therefore), beginning on the deep of execution of this Note what take places in the following materials: following manner:

- A. If a definit of the First Mortande occurs, the Second Mortage Moto shall be due and physicis in full.
- No payment shall be required during the term of this Note, and this debt shall be permissedly (brighter (direct. One) 2 ten (10). teachly (20) or shirty (30) years (as applicable) after the date of the estation of the Note provided in condition of debut tips cocurred. This provides shall estate that the extinct name and property is not apid, beautif, foreity (20) or birty and specially course complied for a period of at beautiful (10), beauty (20) or birty (30) years (as applicable) either execution of this leads.

This Note incorporates, and is incorporated into, the Second Mortgage Dead of even data on the following disserted property.

THE POMBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

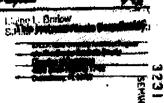
The maker of this Note or its automore shall be in default upon continues of one or more of the following candillans:

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Sentential county Brown martin Accessor Program

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THE MORTGAGE IS GIVEN TO SEMBIOLE COUNTY AND IS EXEMPT FROM PAYMENT OF BITAMORILE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE YAR ON DOCUMENTS PRESLANT TO SECTIONS 420,513(1) AND 199,185(1)(6), FLORIDA STATUTIOS



 The spin, francier or refinereing of the subject home and real property, within (a) (10), himself (20) or Hely (20) years (as applicable) of execution of the Noss, (a) realist or maker's automatics.

1ST HERITAGE MORTAGE CO

- Localing or renting of the property within ten (10), beauty (20) or thirty (30) years
 of the date of execution of the links and Executio Managage.
- This shadowillow or obandominant of the home on the station property by maker of maker's successors.
- 4. Failure to pay applicable property texas an subject property and improvements.
- Palture to maintain utinguals hazant insurance on subject property and improvements.
- 8. Fallary to comply with the topics and conditions of the eccompanying Securit Marigage Dead of even date.
- 7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

COMBECULENDE OF DEFAULT

The occurrence of a defeat as antiforth herebraines what cause an acceleration of the remaining impaid principal bilinion extension of tents and secured by an accompanying descript Martinger of even data, and the order remaining capacity believes while to due to full instantiship, has any available togeteness as provided in the recepture provides of the Federal regulators in effect at the time of defeats.

MISCELLANGOUS PROVISIONS

This Becard Marigage shall be subordisate to a First Marigage as approved by the County.

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Each person table hereon whether makes or enforcer, horsby welves personantly probes, notice of present and notice of distinct and agrees to pay all enter installing responsite attorney's fees. Whether suit be brought or not. If. after meanity of this Note or default hereunder, or under said Morgage, courses shall be employed to collect this Note or to produce the security of cald Morgage.

Whenever used immers the term "helder", "maker" or "payers" should be construed to the aliquitor or plants as the context may require or admit.

in the event of foreclosure, County reserves the right of first refusel on the property.

IN WITNESS WHEREOF, the end M these presents the day and year first above		- N		
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Pari Nany: SANTE & TRANSPOR	Print Name: Conda Schmid			
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Takeia Co THAVAIR	WINTER BURINGS, BG. 12756	<u> </u>		
PATRICIA A. FICALORA	Print Name:	7		
Print Name:		N		
Print Maria:				
Print Hume:				
STATE OF FLORIDA				
ANIANY OF SEMINOLE				
HEREBY CERTIFY that on this _25	day ofAPTLE	194		
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		3484		
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SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County</u>, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the <u>1st</u> day of <u>September, 1995</u> from <u>Maria A. Rodriguez,</u> Mortgagor to <u>Seminole County, a political subdivision,</u> Mortgagee, securing that certain promissory note in the original principal amount of <u>Seven Thousand Five Hundred Dollars and no 00/100 (\$7,500.00)</u> which mortgage is recorded in Official Records Book <u>2967</u>, Page <u>1365</u>, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of <u>Seven Thousand Five Hundred</u> <u>Dollars and no 00/100, (\$7,500.00)</u> secured to Mortgagor the aforementioned sum as <u>(downpayment assistance/rehabilitation assistance/emergency repair assistance)</u> through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this _____day of **February**, 2003.

ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA		
MARYANNE MORSE Clerk to the Board of	By: Daryl G. McLain, Chairman		
County Commissioners of Seminole County, Florida	Date:		
For the use and reliance Of Seminole County only. Approved as to form and legal sufficiency	As authorized for execution by the Board of County Commissioners at their, 2003, regular meeting.		
County Attorney			

SEMINOLE COUNT

749512

95 SEP 15 AH 10: 57

incle County Homeownership Assistance Program



Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 198 1 by and between Heria A. Rodriques. day of September hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose addiges is 1101 East First Street, Sanford, Florida \$2771; hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagoe" include all parties to this instrument, the hairs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETM, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even data herewith (\$7,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, allens, premise, conveys and confirms unto the Morigages all the certain land of which the Morigager is now seized and in possession situated in Seminole County, Florida, viz:

<u>SER EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN</u>

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditements and appurtanences thereto belonging, and the rents, issues and profits thereof, unto the Mortgages, in fee simple.

AND the Mortgagor covenants with the Mortgages that the Mortgagor is indefessibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as storesaid; that the Mortgagor will make such further assurances. to perfect the fee elmple title to said land in the Mortgages as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomspever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgages.

This mortgage is given to seminole COUNTY AND IS EXEMPT FROM PAYMENT of intangible personal property TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS RURSUANT SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by: Elaine L. Darlow, SHIP Funds Coordinacor c/oGreator Syminole County Chamber of Commer 459<u>0 8. 144 17-92</u> Cassalberry, FL 32707

TITLE & GUARANTY CO.

official recon-BOOK PAGE 2967 1366 SEMINOLE CO. FL.

Seminole County Homeownership Assistance Program



ANY DEFAULT in any mortgage note, or flen of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved height, shall constitute a default under this instrument. The institution of a mortgage or flen foreclosure legal proceeding shall be one basis authorizing the Mortgages to declare a default. In the event of foreclosure, the Mortgages reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgager shall pay unto said Mortgages the certain Second Mortgage Not hareinafter substantially copied or identified, to-wit:

SEE EXHIBIT 'B' ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby/created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes; assessments, levies, tiablifities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgages because of the failure of the Mortgager to promptly and fully comply with the agreements, attputations, conditions and covenants of said note and this Second Mortgage, or either, to perform, comply with and abide by each and every of the agreements, attputations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor falls to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lewful rate then allowed by the laws of State of Fiorids.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, compiled with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgages, become and be due and payable, anything in said note or herein to the contrary notwinstanding. Failure by the Mortgages to exercise any of the rights or options herein provided shall not sometime water acquired.

"B" no payments shall be required on the Second Mortgage Note attached hereto as Exhibit
"B" no payments shall be required on the Second Mortgage as long as the land remains

OFFICIAL RECORDS BOOK PAGE 2967 1367 SEMINOLE CO. FL.

Sociates County Homeownership Assistance Program



This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject/to the notification and approval of Mortgages.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Te oude		2		
Print Name: 1870	Cole	Print Name: Karia A. Rodragas 605 CARA PARE CONTROL WINTER Springs, FL327		
Print Name: Pare	ILIA COYLE	Print Name:		
	4.	į.		
Print Name:		\$		
) 		
Print Name;		ř		

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OFFICIAL RECORDS
BOOK
2967 1368
SEMIROLE CO. FL.

Sominals County Homeomnorship Assistance Program



STATE OF FLORIDA COUNTY OF SEMINOLE

WITNESS my hand and official seal in the County and State last aforesaid.

Name:

Notary Public

Commission Expired

SVELYN J DALIGHERTY My Germanister Doubles Graden Mari, 57, 1988

OFFICIAL CORDS BOOK PAGE 2967 1369 SEMINOLE CO. FL.

Similarle County Housesmorthip Assistante Program



EXHBIT X

LEGAL DESCRIPTION

Lot 3. Block 46. Casa Park Villas, Phase II, according to the plan thereof.

Tecorded in Plan Book 30. Pages 97 and 98. Public Records of Seminola County.

2967 1370 SEMINOLE CO. FL.

Seminols County Homeswaership Assistance Program

AMOUNT: \$7,500.00



EXHIBIT "B" SECOND MORTGAGE NOTE

• • • •	-						
FOR V	ALUE RE	CEIVED, IN	e undersign	ed (jointly and	d severally, i	f more than or) 18)
promises	to pay Se	minole Cour	ily ("The Co	unty"), a politi	ical subdivis	on of the Sate	of
Florida	or ord	er. the ·	mand at	harainafter	specified	the sum	ΛÍ
Savency Five	Rundred	400/10 65 7	.500.). T	he said pr	incipal shall	be
DEVEDIO	ILI TEMENTI	money or	the United	: present of	America to	the County	â۱
1101 Eest 1	Pirat Str	At. Senfor	Florida	32771	, or at suc	h a place as m	8V
horeafter	be design	lated by wri	iten notice f	rom the holds	or to the ma	ker hereof. Ti	his
Note and	Mortgage	securing s	eme shail b	e for a period	of twenty (20) or thirty (S	(Q
years (if L	used in co	njunction with	h FHA finani	oing), baginni:	ng on the da	te of execution	of
this Note	and accor	npanying Mo	rtgage. Rej	payment of th	is Note shall	take place in t	ho
following	menner	1	•			•	
		i		,			

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one)

 permanently forgiven (check one)

 thirty. (30) years (as applicable) after the date of the execution of this Note, provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least five (5), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to _______five (5) _______ twenty (20) _______ thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing leas any available forgiveness as set forth in the recapture provisions of the Federal Regulations in affect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

2967 137 SEMINOLE CO. FL.





THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by: Stains L. Barlow, SHIP Funds Coordinator C/GGreater Seminols County Chambe Conferce 4590 S. Ney 17-92 Casselberry, PL 32707

- 1. The sale, transfer or refinancing of the subject home and real property, within five (5), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
- 2. Lessing or renting of the property within five (5), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
- The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Failure to pay applicable property taxes on subject property and improvements.
- 5. Fallure to maintain adequate hazard insurance on subject property and improvements.
- Failure to comply with the terms and conditions of the accompanying Second Mortgage Dead of even date.
- 7. Fallure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an ecceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Record Mortgage shall be subordinate to a First Mortgage as approved by the County of the Count

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced eccording to the laws of the State of Fiorida. The terms of said Mortgage are by this reference made a part hereof.

2967 SEMINOLE CO. FL.



Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishoner and agrees to pay all costs, including responsible attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shell be employed to collect this Note br to protect the security of said Mortgage.

he singular or plural as the context main the event of foreologure; County resell. IN WITHESS WHEREOF, the sai hese presents he say any year first at	Prves the right of first	refusel on th	
Point Name: Pareicia E FOR			digitalis
Print Name: PATRICIA COYCE	Print Name:	e See in	S. Stoade 3
Print Name:	605 Wood	Časo	a Park (
Print Name:	- VVIVH-C -	1 Spin	ress, Fi
STATE OF FLORIDA COUNTY OF SEMINOLE I HEREBY CERTIFY that on this pafore me, an officer duly authorized in take acknowledgments, personally	The present attracts were	ing in the Co Redriques	unty microsaid
ind n/a wicknowledge before me that he/she/the me or have produced Driver's licelld not take an oath.	the executed the fore	going instru	MARKET IN LANGUA
WITNESS my hand and official seal	in the County and St	ate lest efore	esald.
	Name: Notary Public Serial Number Commission Expires		EVELYN I DALIGHERTY My Cymmhain CD44669 Sairtee May, 17, 1869 Sairtee by 100 ECD-466-1865
		-wn-	

SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County, a political subdivision,</u> Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the <u>26th</u> day of <u>November</u>, <u>1997</u> from <u>Thomas L. & Christina</u> <u>A. McCusker</u>, <u>III</u>, Mortgagor to <u>Seminole County</u>, a <u>political subdivision</u>, Mortgagee, securing that certain promissory note in the original principal amount of <u>Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00)</u> which mortgage is recorded in Official Records Book <u>3333</u>, Page <u>1844</u>, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of <u>Three Thousand Five Hundred Dollars and no 00/100, (\$3,500.00)</u> secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this _____ day of **February**, 2003.

ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of County Commissioners of	By: Daryl G. McLain, Chairman
Seminole County, Florida	Date:
For the use and reliance Of Seminole County only. Approved as to form and legal sufficiency	As authorized for execution by the Board of County Commissioners at their, 2003, regular meeting.
County Attorney	

G

Seminale County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is bereby made and entered into the made and entered into the made and of November 1997 by and between Thomas L. & Christing — A. McCusker III, husband and wife, hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101

East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagoe."

(Whenever used herein the terms of "Mortgagor" and "Mortgagoe" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,500.00), bereinafter described, the Mortgagor hereby grants, bargains, sells, allens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Semiaole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the remts, issues and profits thereof, unto the Mortgages, in fee simple.

AND the Mortgagor covenants with the Mortgager that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgager as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encoumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.



THIS MORTGAGE IS GIVEN TO SEMENOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.183(1)(4), FLORIDA 57ATUTES

This instrument was prepared by Sharsh AFTER RECOMMING DETURN ITE: SE IF SHILP. HONCENVER ASSISTANCE PROGRAM - ATIM: SHARON SELF 450 S. NEWY 17-28 CASSELBERRY, FL. 33707

1 05 5

PECOROED & VERIFIE

Description: Seminole,FL Document-Book.Page 3333.1844 Page: 1 of 11

P. 03

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagor the certain Second Morrgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and shide by each and every of the agreements, stiputations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be mull and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either, to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every pasture on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and coverants of said note and the Second Mortgage, or either." In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Morrgages may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covernants of said note and tale Second Mortgage, are not fully performed, complied with and abided by, then the cutire sum mentioned in said note, and this Second Mortgage, or the entire halance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mongage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

2 of S

Description: Seminole,FL Document-Book.Page 3333.1844 Page: 2 of 11

DEC-11-2002 WED 08:39 PM LAWYERS ADVANTAGE

Should the land remain owner-occupied and not be renied, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSPER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Three Thousand Five Humbred delians and 08/18n(33, 500.65) to Mortgagor in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid putchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

Christine A. mcCusker that Morton Print Name: Prin Name: Christine A. McCusker

345 Willow Way

Prin Nume: Print Name:

Prior Name:

Print Name:

3 of 5

Description: Seminole,FL Document-Book.Page 3333.1844 Page: 3 of 11

STATE OF FLORIDA COUNTY OF SEMINOLE

WITNESS my band and official seal in the County and State less aforesaid.

Name: Notary Public Serial Number Commission Expires

(ICONNA 2 NASANIE My Communication CONNECTION Fearment 11 1989

1847

4 of 5

Description: Seminole,FL Document-Book.Page 3333.1844 Page: 4 of 11

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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 7, BLOCK B, WORTH ORLANDO 200 ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGES 55, 56 AND 57, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. OFFICIAL PECURES

'Description: Seminole,FL Document-Book.Page 3333.1844 Page: 5 of 11

5 of 5

P. 07

DEC-11-2002 WED 08:40 PM LAWYERS ADVANTAGE

Seminole County Homeoweership Assistance Program

EXHIBIT "B" SECOND MORTGAGE NOTE

AMOUNT	63 500 1
A MOHINT	24 4M9 I

POR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Three Thousand Five Hundred deliars and 00/100 (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford. Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Morrange accuring same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and requality owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

1 of 3

Description: Seminole,FL Document-Book.Page 3333.1844 Page: 6 of 11

FAX NO. 407 622 6300

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(6). FLORIDA STATUTES

This instrument was prepared by: AFTER RECORDING RETTERN TO: RIP HOMERLYRE ASSETANCE OCRAM - ATTN: SHARON SELF 4510 A. US HWY I CASSELBERRY, FL. 32707

- 1. The sale, transfer or refinancing of the subject fome and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
- 2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
- 3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Failure to pay applicable property taxes on subject property and improvements.
- 5. Failure to maintain adequate luzzard insurface on subject property and improvements.
- 6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- 7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Morgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgago on real estate, or even date herewith, made by the masker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The serms of said Mortgage are by this reference made a part hereof.

2 of 3

Description: Seminole,FL Document-Book,Page 3333,1844 Page: 7 of 11

DEC-11-2002 WED 08:40 PM LAWYERS ADVANTAGE

FAX NO. 407 622 6300

Each person liable hereon whether maker or enforcer, hereby walves persentment, protest, notice of protest and notice of dishount and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Morgage presents the day and year first above written.	or has hereunto signed and scaled these
Print Name: (1) Pla Suco	Prior Name: Thomas L. McCluster III
Print Name:d	Print Name: Christine A. McCusker
Print Name:	Print Name:
Print Name:	Print Name:
STATE OF FLORIDA COUNTY OF SEMINOLE	
before me, an officer duly authorized in the State to take arknowledgments, personally appeared andcmrystims_a_necusars, who acknowledge before me that he/she/they executes to me or have produceda driver's lices did not take an oath.	executed the foregoing instrument and who is the same and are personally known as identification and who did/
WITNESS my hand and official scal in the	ounty and State, life allowed de la
Scria	ry Public I Number Mission Expires (April 19 1988)
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SEMINOLE COUNTY HOME PROGRAM HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Apolicuntis):

McCusker III, Thomas L. & Christine A.

Property Address: 113 Burgos Road, Winter Springs, PL 32708

This Agreement is entered into this 13th day of November 19 97 by and between Seminole County, a postical subdivision of the State of Florida, whose address is 1101 East First Street Sanford, Florida, 32771 (heranalter COUNTY) and Thomas L. & Christino A. McCusker III ye hasherd and wife, (hereinaker "HOMEBUYER").

WITNESSETH

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Degartment of Housing and Urban Development (hereinster HUDT), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 1970). 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has egreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as <u>Greater Seminole County Chamber of Commerce</u> and meet the requirements as set forth in 24 CFR Part 92 as amended of waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain alfordable in accordance with CCUINTY guidelines for a term as specified in a second margage note and deed which shall be in effect until the first of the following events occurs: (1) borrower salls, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, benkrupkly or fotoclosure); (2) the borrower no longer occurses the link sell tils principal residence; or (3) the borrower dies, or if a married couple, the surrivor

3 REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to 93,500.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (b), including but not firmed to, sale, transfer, bankruptcy or freeclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subjection or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F. as follows:

- (a) The HOMEBUYER(s) have certified that the property shall be his/hartheir principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eightly percent (80%) of the median income for the area, as determined by NUD, with adjustments for family size.
- (b) The property is located within the geographical great of Seminote County. Finida and has an after shebilitation or construction appraised value equal to or less than nicety-five percent (95%) (80% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminote County Chareber of Commerce. has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

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6. HOUSING AND QUALITY STANDARDS The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding OTHER PROGRAM REQUIREMENTS The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD uldelines at 24 CRR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted ☐ Applicable ☐ Not Applicable (one unit) a) Equal opportunity and fair housing Applicable WNot Applicable b) Environmental review Displacement, relocation and acquisited ☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit therefore no displacement, relocation and acquistion occurred pursuant to Federal rules). Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Confined on her been provided/executed ensuring that properly was not occupied by a tenant and that the owner has been voluntarily displaced by choice. d) Lead seint Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for tead-based paint existence.) Not Applicable (Unit built during or efter 1978.) Conflict of Interest - no confect found Disbannent and suspension - not applicable Flood insurance a) h) Executive Order 12372 - not applicable 8. AFFIRMATIVE MARKETING Not applicable due to the nature of the activity (HOMEBUYER program). 9. CONDITIONS FOR RELIGIOUS ORGANIZATION Not applicable due to the nature of the activity (HOMESUYER program). 10. REQUESTS FOR DISBURSEMENT OF FUNDS The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the corrower's monthly housing costs (Principal, Interest, Taxles and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of losin closing. Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, this unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations. Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY 1. REVERSION OF ASSETS Not applicable as the homeowner is not a subrecipient. 2. RECORDS AND REPORTS The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

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The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property Feiture by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4 DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells transfers or dispages of the assisted unit (by, including but not limited to, sele, transfer, bankrupicy or treatesure); (2) the borrower occupies the unit at his procept residence; or (3) the borrower dee, or if a married cauple, the antivitor dies, or for a period of ______ ten (10), ______ twenty (20) or ______ thirty (30) years, as applicable.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of passons on account of race, sax, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties heads, or third persons to create any mistionship of third party beneficiaty, principal or agent, limited or general pattnership, joint venture or any association or relationship involving the COUNTY.

relationship involving the COUNTY.	SEMINOLE COUNTY, FLORIDA
Mary Markaris	Carry E. Roiser, County Manager Option: 1/20/97
WITNESSES AS TO HOMEBUYER(S):	X /L-A-McC SENSON
NOTARY AS TO HOMEBUYER(S): STATE OF FLORIDA) COUNTY OF SAME }	LE CO. FL.
199	ore me this 13 day of Not make "US" mes 2 messager 20 who is personally cos = as identification
Print Name Toursy Willed Law Notary Public in and for the County and State Afgrements My commission expires: 12/20/1949	ned. Party w Gast mon

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